

**INVITATION TO BID
PROJECT DOCUMENTS
Town of Narrows
Northview and George Street
Sewer Repair
Bids due March 11, 2024 2:00 PM**

1.0 ADVERTISEMENT

Separate sealed Bids are requested for the Town of Narrows Northview and George Street Sewer Repair Project, generally consisting of the following work (the "Work"):

Construction of approximately 280 LF of 8" gravity sewer line along Northview Street and 300 LF of 8" gravity sewer line along George Street with associated reconnections, appurtenances, and pavement. The Work is further described in the Scope of Services below.

Bids will be received by Terry Nicholson, Town Manager at:

Town of Narrows
210 Main Street
Narrows, Virginia 24124
tnicholson@townofnarrows.org

until 2:00 PM local prevailing time on Monday March 11, 2024. Bids shall be publicly opened and read aloud at that time. Emailed Bids are acceptable.

The Contract Documents may be examined at the following locations:

Town of Narrows, 210 Main Street Narrows, Virginia 24124 (540-726-2423)
Peed & Bortz, LLC, Civil & Environmental Engineers, 20 Midway Plaza Drive #100
Christiansburg, VA 24073 (540-394-3214)

Copies of the Contract Documents may be obtained by contacting Jonathan McClure at the office of Peed & Bortz, LLC.

There will be no pre-bid meeting for this work. Questions should be directed to the office of Peed & Bortz, LLC.

Should the apparent low bid exceed available funds, the Owner reserves the right to negotiate with the apparent low bidder to obtain a contract price within available funds.

Bidders shall comply with Virginia Code Section 54.1-1112 regarding information required with bid. Envelopes containing bids shall be clearly marked with the Bidder's Class A Contractor License number.

By: Terry Nicholson, Narrows Town Manager
Date: February 23, 2024

INQUIRIES

Questions regarding this Bid shall be directed to Jonathan McClure, Peed & Bortz, LLC (540-394-3214). All inquiries that affect the nature of the proposed work will be conveyed to all parties receiving these Project Documents. The Town shall not be responsible for any information given by way of verbal communication.

2.0 CONTRACT INFORMATION

2.1 General Information

The Town desires to enter into a Purchase Order Agreement (the "Agreement") directly with the Contractor for the Work described.

2.2 Proposed Schedule and Liquidated Damages

Project must be scheduled so that work on Northview Street is completed before work on George Street begins.

Project, including pavement, shall be completed within **60 days** after given Notice To Proceed. Liquidated Damages in the amount of \$500 per day will be assessed if project completion is not met by this date. Extensions to this date may be considered in the event of inclement weather.

2.3 Stored Materials

No payment for stored materials will be made.

2.4 Change Orders

A contract change order will be issued if, in the opinion of the Engineer, such is warranted.

2.5 Engineer's Status During Construction

The Town's Engineer for this Project is Peed & Bortz, LLC. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

Neither Engineer's authority or responsibility under this Section 3.5 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Except as may be required under an contract between the Engineer and the Town, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

2.6 Payment Terms

Payment shall be made monthly based on percentage of work performed. Town may elect to withhold 5% retainage until completion. Contractor will provide a Performance and Payment bond, each for the full value of the work. Bonds will remain in effect and will be held by the Town for one-year past Substantial Completion date.

2.7 Contract Award; Evaluation of Bids

Contract shall be awarded to the lowest responsive and responsible Bidder, as provided by the Virginia Public Procurement Act. Bids shall be evaluated based on the following criteria:

- a) Price;
- b) Whether the bid as submitted conforms in all material respects to the invitation to bid;
- c) Bidder's capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance;
- d) Bidder's prior experience with similar projects. Bidders shall be required to provide a statement of their qualifications and experience with similar projects within the last five (5) years;
- e) Bidder's ability to mobilize and complete the Work in a timely manner.

The Town of Narrows reserves the right to accept or reject any or all Bids received as a result of this request; to waive any informalities; and to negotiate with any qualified Contractor or to modify or cancel in part or in its entirety the Bid, in accordance with applicable law, if it is in the best interest of the Town to do so.

Bids may only be withdrawn for error as permitted under Virginia Code § 2.2-4330. Any bidder intending to withdraw their bid for error as permitted under § 2.2-4330 must give notice in writing of their claim of right to withdraw their bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

3.0 SCOPE OF SERVICES

The intent of this project is to replace approximately 280 LF of 8" gravity sewer line and install one new manhole along Northview Street and 300 LF of 8" gravity sewer line along George Street. Work shall follow specification defined in document 02530 Sanitary Sewerage & Miscellaneous Piping.

Reconnections at manholes and service laterals are included. Pavement removal and replacement is included. Pipe bedding and stone backfill are included as incidental items. Traffic control, erosion and sediment control, and pump around are all included as incidental items.

The following are attached and hereby incorporated into the referenced Agreement and, with the referenced Agreement, constitute the Contract Documents:

- a) This document, Pages 1 through 6.
- b) Plan & Profile Sheet C01 and C02 dated February 23, 2024.
- c) Town of Narrows Northview and George Street Sewer Replacement Detail
- c) Sanitary Sewerage and Miscellaneous Piping Specification 02530
- d) Supplemental Terms & Conditions
- e) Federal Inserts

Contractor shall be responsible for Traffic Control in accordance with Town requirements. Contractor shall also be responsible for base and surface course pavement replacement, in accordance with Town requirements. This work takes place in Town Roads, no VDOT LUP is required.

Outside of the trench cut, it is anticipated that the entire length of disturbed Northview Street and George Street will need pavement replaced.

4.0 WARRANTY AND INSURANCE REQUIREMENTS

Contractor shall indemnify and hold harmless the Town of Narrows its agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily injury or property damage that may happen to occur in connection with and during the performance of the contract, resulting from acts or omissions of the Contractor. The Contractor will maintain the following minimum insurance requirements:

- Worker's Compensation – Statutory requirements and benefits, but in no event less than- \$100,000/\$500,000/\$100,000 Employers Liability: accident, disease, policy limit
- General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate applies per project. The Town of Narrows shall be named as additional insured with respect to goods and services being procured. This coverage is to include Premises/Operations liability, Products and Completed Operations Coverage, Independent Contractor's Liability and Personal Injury Liability.
- Automobile Liability - \$1,000,000 CSL Bodily injury and Property Damage.
- Premises/Operations, Independent Contractors, Products, Completed Operations, Contractual Liability, Personal Injury Liability - \$1,000,000 occurrence, \$2,000,000 aggregate.
- The Town of Narrows and Peed & Bortz shall be named an additional insured and provided with a Certificate of Insurance before access to the site can be granted.

5.0 CONTRACTOR QUALIFICATIONS

Contractor shall provide a Contractor Qualification Statement upon request.

6.0 SUBMISSION REQUIREMENTS

Bids shall be submitted to the Town in accordance with the Advertisement for Bids. Paragraph 8.0 Bid Form of this document shall be used for Bid submittal. A bid bond is not required.

7.0 BID FORM

<u>Item</u>	Estimated Quantity	Unit	Unit Price	Sub-Total
Northview Street				
8" Gravity Sewer	280	LF	\$	
Manhole	12	VF	\$	
Manhole Frame and Cover	1	EA	\$	
Asphalt Remove and Replace	380	SY	\$	
Lateral Reconnections, 4"-6"	4	EA	\$	
George Street				
8" Gravity Sewer	170	LF	\$	
Asphalt Remove and Replace	80	SY	\$	
Lateral Reconnections, 4"-6"	4	EA	\$	
TOTAL BID				

Bidder/Co.: _____

Address: _____

Phone: _____

Email: _____

Contractor VA License No.: _____

Authorized Signature : _____

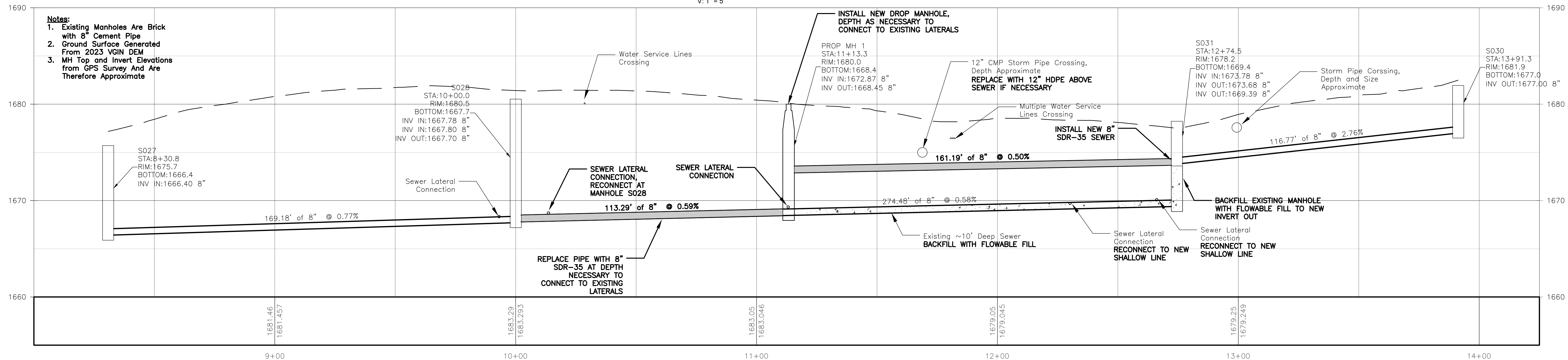
Title: _____

Date: _____



SANITARY SEWER PLAN & PROFILE

SCALE:
H: 1" = 20'
V: 1" = 5'



- Notes:**
- Existing Manholes Are Brick with 8" Cement Pipe
 - Ground Surface Generated From 2023 VGIN DEM
 - MH Top and Invert Elevations from GPS Survey And Are Therefore Approximate

Peed & Bortz, L.L.C.
CIVIL & ENVIRONMENTAL ENGINEERS
20 MIDWAY PLAZA DRIVE - SUITE 100
CHRISTIANSBURG, VIRGINIA 24073
PHONE: (540) 394 - 3214 FAX: (540) 394 - 3215

**TOWN OF NARROWS
NORTHVIEW AND GEORGE STREET
SEWER REPAIR**

GILES COUNTY

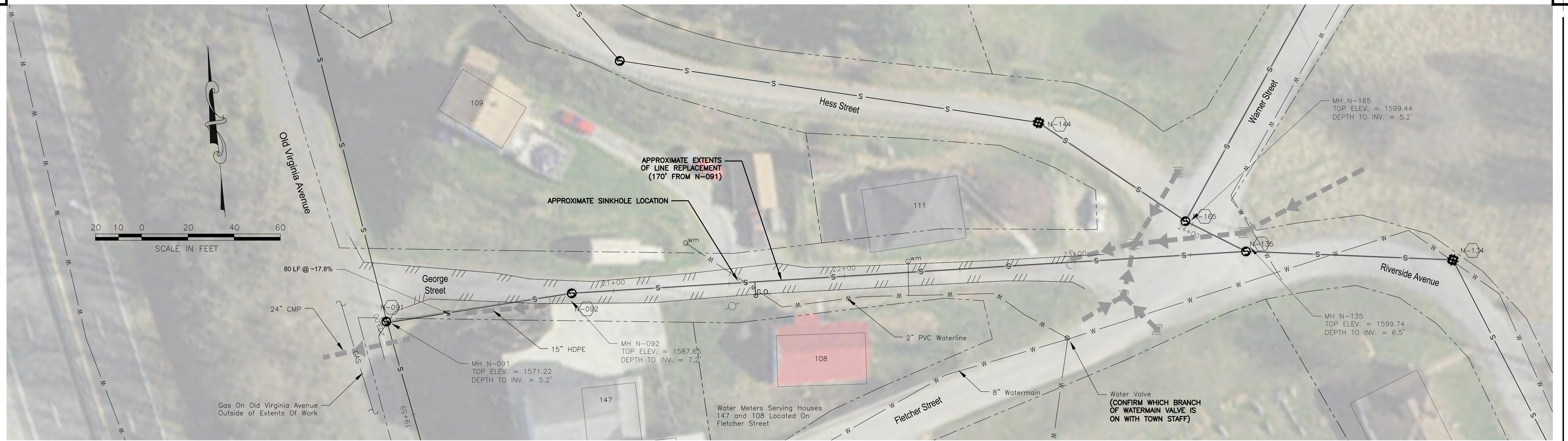
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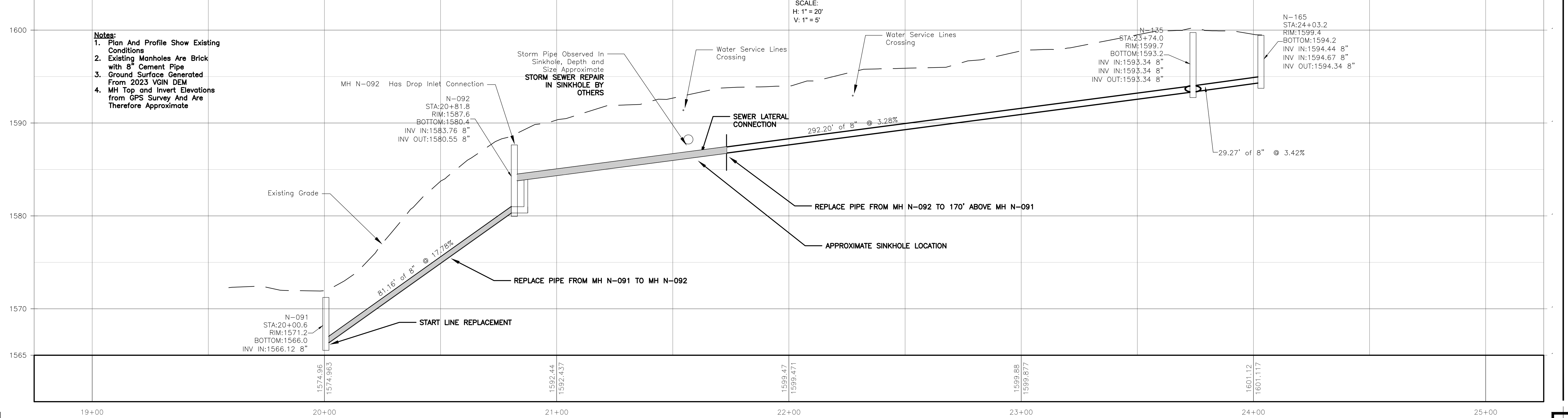
DRAWN BY:
J. MCCLURE
REVIEW BY:
S. BORTZ
DATE:
23 FEB 2024
REVISION:

SHEET DESCRIPTION:
NORTHVIEW STREET

C01



SANITARY SEWER PLAN & PROFILE

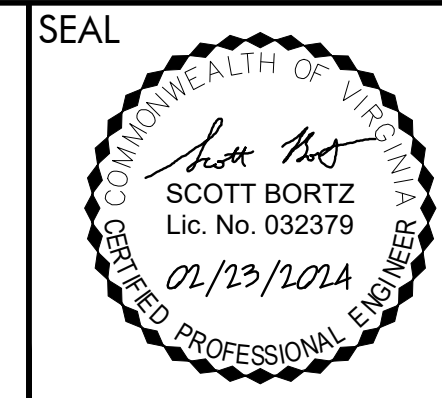


- Notes:**
1. Plan And Profile Show Existing Conditions
 2. Existing Manholes Are Brick with 8" Cement Pipe
 3. Ground Surface Generated From 2023 VGIN DEM
 4. MH Top and Invert Elevations from GPS Survey And Are Therefore Approximate

Peed & Bortz, L.L.C.
 CIVIL & ENVIRONMENTAL ENGINEERS
 20 MIDWAY PLAZA DRIVE - SUITE 100
 CHRISTIANBURG, VIRGINIA 24073
 PHONE: (540) 394 - 3214 FAX : (540) 394 - 3215

TOWN OF NARROWS
NORTHVIEW AND GEORGE STREET
SEWER REPAIR

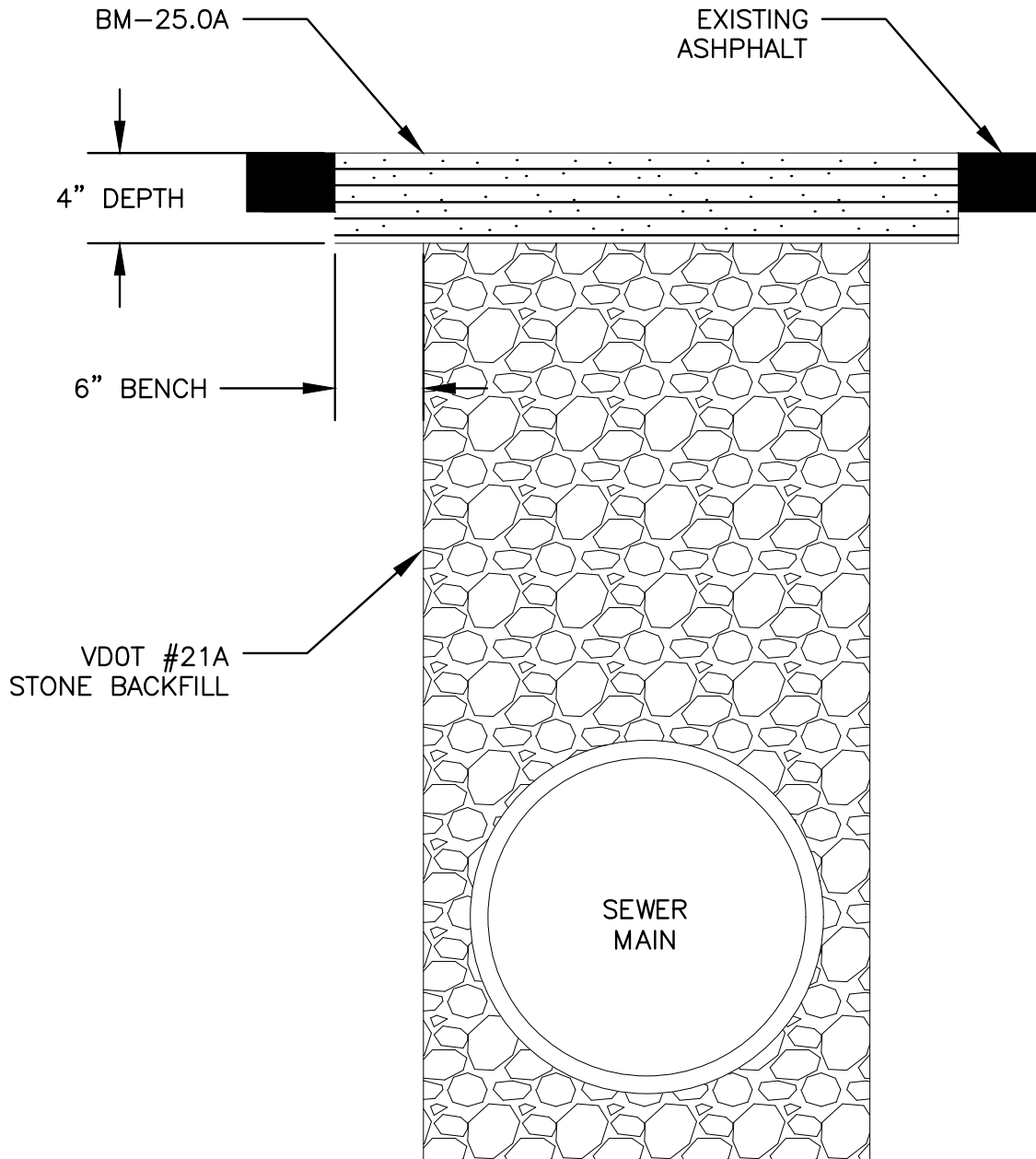
GILES COUNTY VIRGINIA



DRAWN BY:
J. MCCLURE
 REVIEW BY:
S. BORTZ
 DATE:
23 FEB 2024
 REVISION:

SHEET DESCRIPTION:
GEORGE STREET SEWER

C02



STANDARD PAVEMENT REPAIR

NOT TO SCALE

NOTES:

1. BEDDING, HAUNCHING AND INITIAL BACKFILL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
2. ALL PVC PIPE SHALL BE BEDDED IN COMPACTED VDOT #57 OR #68 STONE.
3. THE CONTRACTOR SHALL REPLACE THE OPEN CUT WITH A TOP COURSE OF 4" VDOT BM-25
4. BEDDING STONE AND FILL SHALL BE PLACED IN 6" LIFTS AND SHALL BE COMPACTED TO AT LEAST 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 698.
5. BENCHCUT ON EACH SIDE OF PAVEMENT EQUALS 6".
6. ALL EXCAVATIONS SHALL COMPLY WITH OSHA TECHNICAL MANUAL, CHAPTER 2, TITLED "EXCAVATIONS: HAZARD RECOGNITION IN TRENCHING AND SHORING."

SECTION 02530 - SANITARY SEWERAGE & MISCELLANEOUS PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. Virginia Department of Transportation (VDOT) publications:
 - 1. Road and Bridge Specifications: latest edition.
 - 2. Road and Bridge Standards: latest edition.

1.3 SUMMARY

- A. This Section includes:
 - 1. Gravity sanitary sewer

1.4 DEFINITIONS

- A. DI: Ductile Iron
- B. PVC: Polyvinyl Chloride
- C. HDPE: High density polyethylene

1.5 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.6 SUBMITTALS

- A. Product Data: For the following:
 - 1. Polyvinyl Chloride Pipe
 - 2. Precast Concrete Manholes
 - 5. Manhole Frame and Cover

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect pipe, pipe fittings, and seals from dirt and damage.
- B. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.
- C. Do not store plastic structures, pipe, and fittings in direct sunlight.

1.8 PROJECT CONDITIONS

- A. Site Information: At a minimum there are buried gravity sewer mains (Town of Narrows), water mains (Town of Narrows), buried gas mains (Columbia Gas), and stormwater facilities in the project area. The Contractor will be required to connect to the existing gravity manholes.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.2 PIPES AND FITTINGS

- A. Polyvinyl Chloride Sewer Pipe
 - 1. SDR 35 polyvinyl chloride (PVC) pipe shall be used and conform to ASTM 3034 & F 679 with push-on joints.
 - 2. AWWA C900 or AWWA C905 pressure pipe, minimum DR 18 with ductile-iron push-on fittings. DR 25 pipe may be used for gravity piping only.
- B. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
 - 1. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
 - 2. Bands: Stainless steel, at least one at each pipe insert.
- C. Flexible Expansion Joints: BUNA-N tube body with 125-pound flanges similar to Red Valve Redflex. Expansion joints shall be provided with restraining devices.

2.3 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
 - 1. Diameter: 48 inches minimum, unless otherwise indicated or required to install pipe configuration.

2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation. Unless otherwise shown on the plans, groundwater elevation shall be 6" below the top of the manhole frame.
 3. Base Section: 8-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
 5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 6. Gaskets: ASTM C 443, rubber or asphaltic mastic.
 7. Grade Rings: Minimum 2" thick reinforced-concrete rings that matches 24-inch diameter frame and cover.
 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12-inch intervals. Omit steps for manholes less than 60 inches deep.
 9. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section. Connector will be Press-Boot manufactured by Press-Seal Gasket Corporation or approved equal.
- B. Manhole Frames and Covers: Frames and covers shall be of cast iron conforming to ASTM A 48 for Class 30 Gray Iron, with minimum clear opening of 24" and words "SANITARY SEWER" embossed in the cover. Watertight frames and covers shall include watertight gasket between frame and cover.

2.4 CONCRETE

- A. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water-cementitious materials ratio. Include channels and benches in manholes.
1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - a. Invert Slope: Minimum 1 percent through manhole or vault.
 2. Benches: Concrete, sloped to drain into channel.
 - a. Slope: 8 percent.
- B. Flowable Fill: (Controlled Low Strength Material per ACI Committee 229) (also known as flowable mortar or lean-mix backfill) with a 28-day strength of 100 to 250 psi.

2.5 ANCHORAGES

- A. Clamps, Straps, and Washers: ASTM A 506, steel.
- C. Rods: ASTM A 575, steel.
- D. Rod Couplings: ASTM A 197 (ASTM A 197M), malleable iron.
- E. Bolts: ASTM A 307, steel.

- F. Cast-Iron Washers: ASTM A 126, gray iron.
- G. Concrete Reaction Backing: Portland cement concrete mix, 3000 psig.
 - 1. Cement: ASTM C 150, Type I.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. General: Include watertight joints.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
 - 1. Polyvinyl chloride sewer pipe, AWWA C900 or C905 with gasketed joints.

3.2 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewerage piping and casings.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use bedding for all buried gravity piping. Use bedding for all piping with rock subgrade. Bedding material shall be VDOT Standard number 10 aggregate.
- D. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- E. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- F. Contractor will install service laterals at 1% slope or greater.

3.3 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.

- B. PVC Sewer Pipe – SDR 35 polyvinyl chloride (PVC) pipe shall be used and conform to ASTM D3034 & F679.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated in accordance with details shown on the drawings.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops a minimum 6 inches above finished surface in grassed areas. Set tops 2 inches below finished grade in streets.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.

3.5 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - 1. Place plug in end of incomplete piping at end of day and when work stops.
 - 2. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 95.8 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 2. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 3. Reinspect and repeat procedure until results are satisfactory.
- ~~C. Test new piping systems for leaks and defects:
 - 1. Do not put into service before testing and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. If authorities having jurisdiction do not have published procedures, perform tests as follows:
 - a. Sanitary Sewer Gravity Mains: Air test according to the following procedure:~~

- 1) Clean pipe to be tested by propelling snug fitting inflated rubber ball through the pipe with water if necessary.
- 2) Plug all pipe outlets with suitable test plugs. Brace each plug securely.
- 3) If the pipe to be tested is submerged in ground water, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the backpressure due to ground water submergence over the end of the probe. All gauge pressures in the test should be increased by this amount.
- 4) Add air slowly to the portion of the pipe installation under test until the internal air pressure is raised to 4.0 psig.
- 5) After an internal pressure of 4.0 psig is obtained, allow at least two minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.
- 6) After stabilizing the internal pressure at 4.0 psig, reduce the internal air pressure to 3.5 psig, and start stopwatch. Determine the time in seconds that is required of the internal air pressure to reach 2.5 psig. Minimum permissible pressure holding times for runs of single pipe diameter and are indicated in minutes and seconds as follows.

MANHOLE AIR TEST TABLE
TABLE 1

**Specification Time Required for a 1.0 psig Pressure Drop
For Size and Length of Pipe Indicated for Q=0.0015**

Pipe Diameter (in)	Minimum Time (min:sec)	Length For Minimum Time (ft)	Time For Longer Length (sec)	100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
16/18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33

Specification Time for Length (L) Shown (min:sec)

NOTE: The air test may be dangerous if, because of ignorance or carelessness, a line is improperly prepared. It is extremely important that the various plugs be installed and braced in such a way as to prevent blowouts. In as much as a force of 250 lbs. is exerted on an 8 inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be dangerous. As a safety precaution, pressurizing equipment should include a regulator set at perhaps 10 psi to avoid over pressurizing and damaging an otherwise acceptable line. No on shall be allowed in the manholes during testing.

- ~~b. Sanitary Sewer Gravity Mains Pipe Deflection Testing: Pipe shall be measured for vertical ring deflection after completion of the backfill. Maximum ring deflection of the pipe under load shall be limited to 4.2 percent of the vertical internal pipe diameter. Testing shall be accomplished by recording deflectometer or by approved mandrel, sphere, or pin type go/no go device. Such equipment shall be furnished by the Contractor.~~
- ~~c. Manhole Vacuum Testing: Unless otherwise approved by the Engineer, manholes shall be tested by the vacuum method. Manholes shall be tested after assembly and after backfilling. Stubouts, manhole boots and pipe plugs shall be secured to prevent movement while the vacuum is drawn. Installation and operation of vacuum equipment and indicating devices shall be in accordance with equipment specifications for which performance information has been provided by the manufacturer and approved by the Health Department. A measured vacuum of 10 inches of mercury shall be established in the manhole. The time for the vacuum to drop to nine inches of mercury shall be recorded.~~

~~Acceptance standards for leakage shall be established from the elapsed time for a negative pressure change from 10 inches to 9 inches of mercury. The maximum allowable leakage rate for a 4 foot diameter manhole shall be in accordance with the following:~~

Manhole Depth	Minimum Elapsed Time for a Pressure Change of 1 inch Hg
10 feet or less	60 seconds
> 10 feet but < 15 feet	75 seconds
> 15 feet but < 25 feet	90 seconds

~~For manholes 5 feet in diameter, add an additional 15 seconds and for manholes 6 feet in diameter, add an additional 30 seconds to the time requirements for 6 foot diameter manholes.~~

~~If the manhole fails the test, necessary repairs shall be made and the vacuum test and repairs shall be repeated until the manhole passes the test. If a manhole joint mastic is completely pulled out during the vacuum test, the manhole shall be disassembled and the mastic replaced.~~

~~Contractor will test manhole with all concrete grade rings installed and in place. Contractor may test manhole with manhole frame not attached to the manhole.~~

END OF SECTION 02530

SUPPLEMENTAL TERMS AND CONDITIONS
TO PURCHASE ORDER AGREEMENT FOR THE TOWN OF NARROWS
NORTHVIEW AND GEORGE STREET SEWER LINE REPAIR AND
REPLACEMENT PROJECT

This Supplemental Terms and Conditions to Purchase Order Agreement for the Town of Narrows Northview and George Street Sewer Line Repair and Replacement Project (the "Supplemental Terms and Conditions") is incorporated into the Purchase Order Agreement and shall become a part of the Contract Documents for the Project. In the event of any conflict between the terms of this Supplemental Terms and Conditions and the terms of the other Contract Documents, the terms of this Supplemental Terms and Conditions shall control.

Owner and Contractor agree as follows:

1. **Non-Discrimination:** During the performance of the Agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of these provisions.

D. Contractor shall include the foregoing provisions concerning non-discrimination in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

2. **Drug-Free Workplace:** During the performance of the Agreement:

A. Contractor agrees to (i) provide a drug-free workplace for employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of this prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that it maintains a drug-free workplace, and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of the above, “drug-free workplace” means a site for the performance of work done in connection with this Agreement, or a subcontract or purchase order awarded to a subcontractor or vendor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance under the subcontract or this Agreement.

3. **Faith-Based Organizations:** Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Owner does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to § 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Owner and a faith-based organization, you are hereby notified as follows:

Neither the Owner's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression.

No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Owner.

4. **Certifications.** Contractor certifies and agrees to the following:

A. The bid or offer (1) has been made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;

B. Contractor has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, Contractor has not received or provided to another person any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. Contractor is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

D. Contractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged;

E. If Contractor prepares any invitation to bid or request for proposal for the Owner, Contractor shall not (1) submit a bid or proposal for that procurement or any portion thereof or (2) disclose to any bidder or offeror information concerning the procurement that is not available to the public. Notwithstanding the foregoing, the Owner may permit Contractor to submit a bid or proposal for the procurement or any portion thereof if the Owner determines that the exclusion of Contractor would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the Owner;

F. Contractor shall comply, as applicable, with the requirements of Virginia Code § 2.2-4374 of the Virginia Public Procurement Act; and,

G. Contractor acknowledges that collusive bidding is a violation of the Virginia Governmental Frauds Act, the Virginia Public Procurement Act, and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.

5. **Claims Procedure:** Notwithstanding any other provision contained in the Agreement, contractual claims or disputes by Contractor, whether for money or other relief, as a condition precedent to pursuing any other legal remedy, shall be subject to the following procedure:

All such claims shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Owner written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

The Owner, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within sixty (60) days of the claim. Each such decision rendered shall be forwarded to the Contractor by written notice.

If the Contractor disagrees with the decision of the Owner concerning any pending claim, the Contractor shall promptly notify the Owner by written notice that the Contractor is proceeding with the Work under protest. Any claim that is not resolved, whether by failure of the Contractor to accept the decision of the Owner or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Owner, shall be specifically exempt by

the Contractor from any future payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in subsequent payments.

The decision on contractual claims by the governing body of the Owner shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

6. **Payment Provisions:** Pursuant to Virginia Code § 2.2-4354, the Contractor covenants and agrees to:

- A. Within seven (7) days after receipt of any amounts paid to Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Owner attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to Contractor under the Contract; and,
- C. Pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from the Owner for work performed by the subcontractor under the Contract, except for amounts withheld as described above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- D. Subject to the provisions of **Virginia Code § 2.2-4354(1)**, in the event that the Contractor has not received payment from the Owner for work performed by a subcontractor under the Contract, the Contractor shall pay subcontractor within sixty (60) days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced.
- E. Contractor shall include in its contracts with any and all subcontractors the requirements stated above.

7. **Immigration Laws:** Pursuant to Virginia Code § 2.2-4311.1, during the performance of the Agreement, the Contractor shall not knowingly employ an

unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

8. **Authority to Transact Business:** Pursuant to Virginia Code § 2.2-4311.2, any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law.

9. **Project Funding; Notice:** Owner and Contractor acknowledge that the project described in the Agreement may be funded in whole or in part by American Rescue Plan Act (ARPA) funding. Owner and Contractor agree to comply with all federal, state, and local rules, laws, and regulations relating to the use of ARPA funding for the project. Furthermore, the Owner and Contractor agree to comply with the provisions of the federal inserts and notices attached hereto and incorporated herein by reference.

10. **Additional Notice:** Minority, women, veteran, and small business enterprises and employment service organizations are encouraged to submit proposals. Applicants must comply with President's Executive Order Number 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin and President's Executive Orders Numbers 12138 and 11625 regarding utilization of minority and women business enterprises; and the Civil Rights Act of 1964. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.

Subpart A: Equal Employment Opportunity

1. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)
 - a. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency
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and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

Subpart B: Title VI of the Civil Rights Act of 1964, as Amended

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.

Subpart D: Records Retention

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart E: Provisions Required by Law Deemed Inserted

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart F: Immigration Reform and Control Act of 1986

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

Subpart G: Access to Records

The Public Body, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Subpart H: Drug-Free Workplace Act Assurances

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about -
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Town within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
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- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
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